

U.S. GOVERNMENT PRINTING OFFICE
Chicago, IL

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Fish and Wildlife Service Leaflets and Pamphlets

as requisitioned from the U.S. Government Printing Office (GPO) by the

Department of Interior

Single Award

BID OPENING: Bids shall be publicly opened at 2 p.m., prevailing Chicago, IL time, on
March 16, 2009.

BID SUBMISSION: Facsimile bids are acceptable (See GPO Contract Terms, Pub 310.2, effective 12/1/87, (revised 06/01). To submit a bid, the contractor must return a signed and completed GPO Bid Form 910 and 2 copies of the "Schedule of Prices" included at the end of this specification.

Send bid to: U.S. Government Printing Office, 200 N. LaSalle St., Rm. 810, Chicago, IL 60601, or
FAX bid to **312-886-3163** or **312-886-2057**.

CONTRACT TERM: The term of this contract is for the period beginning April 1, 2009 and ending March 31, 2010, plus up to 4 optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

RESTRICTION ON LOCATION OF PRODUCTION FACILITIES: All production facilities used in the manufacture of the product(s) ordered under this contract must be located within the Minneapolis-St. Paul, Minnesota commercial zone as defined in 49 CFR Ch. III part 372.

NOTE: Minor changes are scattered throughout.

INFORMATION: Fax requests for previous abstract or new award information on company letterhead (available approx. 2 weeks after bid opening) to GPO Chicago front desk at (312) 886-3163.

For questions about these specifications call Sheila West, 312-353-3916, ext. 22. Do not contact her with requests for specifications or abstracts. **NO COLLECT CALLS.**

SECTION 1.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised August 2002).

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing Attributes -- Level III.
- (b) Finishing Attributes -- Level III.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	OK'd Proofs
P-8. Halftone Match (Single and Double Impression)	OK'd Proofs
P-9. Solid and Screen Tint Color Match	Pantone Matching System
P-10. Process Color Match	OK'd Proofs

*In the event that the Agency attends a Press Sheet Inspection, the OK'd press sheets will become the Specified Standards.

DOING BUSINESS WITH THE GPO: Contractors wishing to do business with the GPO are referred to the GPO web site <http://www.gpo.gov/business/index.html>, where one can register as a GPO contractor using the '**GPO Contractor Connection**' link in accordance with the furnished instructions on this page.

NOTE: Prospective as well as existing GPO contractors are to note that, as of 1/1/08, all contractors seeking to do business with the GPO must first complete and thereafter maintain the accuracy of its GPO Contractor Connection registration with the following mandatory taxpayer information boxes: "EIN/TIN #" Employer Identification Number of Taxpayer Identification Number): "Subject to Backup Withholding" (See Form W-9). The GPO will withhold payment of any invoices for work completed by any contractor who fails to provide this tax data in GPO Contractor Connection. Such invoices will be declared ineligible for payment until all requirements for payment, including providing this tax data in GPO Contractor Connection, have been satisfied.

SUBCONTRACTING: The predominant production function is printing. Bidders who must subcontract this operation will be declared not responsible.

OPTION TO EXTEND THE CONTRACT TERM: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed 5 years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for periodic pricing revision.

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "print order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from April 1, 2009 through March 31, 2010 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

PAYMENT: Submit all billings to: Comptroller, Stop FMCE, Financial Management Service, U.S. Government Printing Office, Washington, D.C. 20401.

The contractor must mail/facsimile at contractor's option one copy of itemized billing to U.S. Government Printing Office, 200 N. LaSalle St., Attn: Term Contracts at time of submitting billing (GPO Form 1034) to Washington, DC, for payment.

ESTIMATING: To receive a final price: The agency will submit a fully completed Print Order (GPO 2511), to include the future print order number with a "P" after the number and with the word "PROPOSED" typed across the top.

The contractor will furnish the ordering agency with the final price (based on the established contract prices) that they will bill the Government, for proposed print orders.

Any non-contract requests, must be returned to the agency, with no price, until a price has been negotiated between the contractor and GPO.

The prices will be furnished within two (2) workdays of the request and must be accurate within ± 10 percent, of the contractor's final voucher for that order.

The final price requests must be submitted on a fully completed Print Order (GPO 2511), responses will be returned in writing.

The contractor will also furnish the GPO a copy of the request and the final price.

These final prices will be furnished at no additional cost to the Government.

When a print order is received by the contractor, with the price indicated, the contractor must inspect the print order and the Government Furnished Material (GFM) to ensure there will be no deviation from the price furnished to the agency.

In the event of a discrepancy, the contractor will immediately place the order on hold, and notify the agency and GPO.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of forms (brochures, leaflets and rack cards) and pamphlets requiring such operations as: proofs, printing, binding, packing, and delivery.

TITLE: Fish and Wildlife Service Leaflets and Pamphlets.

Note: Specifications apply equally to both forms and pamphlets unless otherwise noted.

Note: All product tolerances will be evaluated to the specified inch/pound requirements.

FREQUENCY OF ORDERS:

Forms (leaflets and rack cards): Approximately 22 orders per year.

Pamphlets: Approximately 15 orders per year.

QUANTITY:

Forms (leaflets): Format D sizes 17 x 16" thru 17 x 24" -- Approximately 500 to 1,000 copies.

Balance of sizes -- Quantities ranging from approximately 1,000 to 30,000 copies with an average of 7,500 copies per order. An occasional order may exceed 40,000 copies.

Pamphlets: Approximately 2,000 to 18,000 copies.

TRIM SIZES:

Form Sizes: **Format "A" – 4 x 8-1/2", 8-1/2 x 11",**
 8 x 12" and 8-1/2 x 12",
 Format "B" – 8-1/2" x 14" and 8-1/2 x 16".
 Format "C" – 8-3/4 x 20" and 8-1/2 x 20".
 Format "D" – 17 x 16", 17 x 20",
 12 x 18" and 17 x 24".

Pamphlet Trim Sizes: 4 x 8-1/2".

Self covers with tuck-in panel: 11-13/16 x 8-1/2", fold to 4 x 8-1/2".

NUMBER OF PAGES:

Forms: Face only, or face and back.

Pamphlets: Eight (8) pages to *20 pages, in increments of 4 pages, self cover.

* Some pamphlets will contain tuck in cover panels.

GOVERNMENT TO FURNISH: CD will be furnished with native files.

NOTE: Versions may be upgraded during the term of the contract.

Print order (GPO Form 2511).

Facsimile, Form 905 (R. 3/90) with labeling and marking specifications.

GPO "VERIFICATION OF DELIVERY" forms. Contractor MUST complete this form and fax to GPO Chicago, Attn: Compliance Section WITHIN 24 HOURS OF DELIVERY. Failure to follow this procedure may result in delayed payment.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, must not print on finished product.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under “Government to Furnish,” necessary to produce the product(s) in accordance with these specifications.

ELECTRONIC PREPRESS: Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper film image processing must be reported to Sheila West at 312-353-3916 x 22.

The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

Digital Deliverables: If contractor is required to make revisions, the contractor shall, prior to making revisions, copy the files and make all changes to the copy. No revisions are to be made to furnished files.

FILMS: Films are NOT required; computer to plate is acceptable and is the preferred method of production. At the contractor’s option, they may use film, however, the Government will not pay for any film costs, even if this was the result of author’s alterations. For example, if changes were made at the proof stage, the Government will pay for the digital corrections and new proofs (if required), but not for films. Such proof changes must be charged at the rate for digital proofs, not “from film” proofs. Minimum 150 line screen required on halftones. A digital CD download is required of the final corrected project.

PROOFS: ONE set of digital color content proofs. Direct to plate is used to produce the final product. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed and folded to the finish size of the product. At contractor’s option, a film-based composite blueline may be submitted.

Pantone colors may be substituted with a similar color but may not be built out of the four process colors.

ONE set of SWOP certified digital off-press proofs. At contractor’s option, a film-based composite laminated color proof may be submitted. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. For list of certified systems, go to: www.swop.org.

PRESS SHEET INSPECTION: Final makeready press sheets will be inspected and approved at the contractor's plant for the purpose of establishing specified standards for use during the actual press run. Upon approval of the sheets, contractor is charged with maintaining those standards throughout the press run (within QATAP tolerances when applicable) and with discarding all makeready sheets that preceded approval. See GPO Publication 315.3 (Guidelines for Contractors Holding Press Sheet Inspections) issued September 1991. Note: A press sheet inspection is for the purpose of setting specific standards that are to be maintained throughout the entire run. It does not constitute a prior approval of the entire run.

Contractor must notify the Agency, Attn: Tom Kelley (612) 713-5435; of the date and time the press sheets will be available. **In order for proper arrangements to be made, notification must be given at least, 72 hours in advance of the scheduled time of inspection.**

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the “*Government Paper Specification Standards No. 11*” dated February 1999.

NOTICE: Copies of the “Government Paper Specifications Standards No. 11,” dated February 1999, are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20401; or on the GPO web site @ <http://www.gpo.gov/qualitycontrol/paperspecs/index.html>.

Color of paper furnished shall be of a uniform shade and a close match by visual inspection of the JCP and/or attached color sample(s). The Contracting Officer reserves the right to reject shipments of any order printed on paper the color of which, in his opinion, materially differs from that of the color sample(s).

White Matte Coated Offset Book, basis weight: 80 lbs. per 500 sheets, 25 x 38”, equal to JCP Code A240.

Majority of the 17 x 16" thru 17 x 24" sizes print on Matte Coated Book.

White No. 2 Coated Cover, Gloss-Finish, basis weight: 60 lbs per 500 sheets, 20 x 26", equal to JCP Code L12.

White Matte Coated Cover, basis weight: 80 lbs per 500 sheets, 20 x 26", equal to JCP Code L50.

PRINTING:

Forms: Print all forms in black or a color other than black, and up to three additional ink colors - one side only, head to head, or head to side. **Printing in 4-Color Process will be required.** Rack cards will occasionally print face side in 4 color process and back side in black ink.

Pamphlets: Print pamphlets in a single ink color up to three additional ink colors including 4-color process printing - head to head, or head to side.

Match Pantone number(s) as indicated on the print order. Approximately 20% of the orders will print approximately 2 to 12 halftones.

NOTE: Orders requiring 4-color process printing MUST be printed on a press with a minimum of 4 printing units capable of printing 4 ink colors in a single pass.

MARGINS: Margins will be as indicated on the print order or furnished films. Forms may bleed from 1 to 4 sides on approximately 50% of the orders. The 17 x 24” size will bleed and print 4-color process.

BINDING: Folding Forms:

8 x 12” thru 8-1/2 x 20” -- Parallel fold forms to a finished size of 8-1/2 x 4”, title out. The fold will generally be an accordion fold, no gate folds. See folding dummy.

17 x 16” -- One fold to 8-1/2 x 16” and accordion folds to a finish size of 8-1/2 x 4", title out. Follow furnished folding dummy.

17 x 20" -- One fold to 8-1/2 x 20” and accordion folds to a finish size of 8-1/2 x 4", title out. See folding dummy.

Some orders will require more than 3 parallel folds. Balance of sizes may require some folding.

Pamphlets: Saddle-wire stitch in two or three places and trim three sides. Each product must contain complete 4-page signature after trimming. Single leaves connected with a lip (i.e., binding stub) to left or right side of stitches will not be allowed.

Fold self covers with tuck-in panel: One fold from 11-13/16 x 8-1/2” to 8 x 8-1/2” creating a tuck-in panel, then collate and saddle fold. Print order will state whether the tuck-in panel will be on the front or back cover. Care must be taken to insure the tuck-in is not trimmed off. Tuck-in not to exceed 1/8” from trim.

PACKING: Wrap (kraft paper or shrink-film) in units of 100. Pack in shipping containers. Shipping containers shall have a minimum bursting strength of 275 pounds per square inch or a minimum edge crush test (ECT) of 44 pounds per inch width.

All reproduction copy for any one order shall be wrapped in one package or inserted in a kraft envelope and must be protected by cardboard or other means to guarantee safe delivery.

DEPARTMENTAL RANDOM COPIES (BLUE LABEL): These randomly selected copies must be packed separately and identified by a special government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list to the delivery address in Fort Snelling, MN listed below. A copy of the print order/specification and a signed Government-furnished certificate of selection, must be included.

Divide the entire lot into (see below) sublots. Select one copy from each subplot. Do not choose copies from the same general area in each subplot. Sign and date the selection certificate and pack it with the inspection samples and a copy of these specifications.

<u>Quantity Ordered</u>	<u>Number of Sublots</u>
500 – 3,200	50
3,201 – 10,000	80
10,001 – 35,000	125
35,001 and over	200

DISTRIBUTION: Deliver f.o.b. destination 100 to 200 copies (Include Blue Label Copies) to U.S. Fish and Wildlife Service (IRE), One Federal Drive, Fort Snelling, MN 55111-4056, Attn: Tom Worthington. The exact quantity will be indicated on the Print Order.

GPO SAMPLES: Ship 1 copy of each order and a copy of the print order (marked Term Contract Production Samples) to: U.S. Government Printing Office, 200 N. LaSalle St., Suite 810, Chicago, IL 60601, Attn: Compliance Officer. These samples are to be shipped at the same time as the scheduled shipment/delivery and cannot be deducted from the total quantity ordered. No additional charge will be allowed for these samples.

Upon completion of each order, all furnished materials must be packed separately and returned to the above address and shall be marked with program number, jacket number, and print order number.

All expenses incidental to returning materials must be borne by the contractor.

Explanation of Shipping Charges - The 56 destinations are within 8 States (Minnesota, Wisconsin, Michigan, Ohio, Indiana, Illinois, Iowa, and Missouri) that fall within one of the three zones listed below. See distribution list for the 57 destination addresses with matching zone number (One destination is in Nebraska). (Pages 16, 17, and 18.)

Zone 2 -- 19 destinations
Zone 3 -- 16 destinations
Zone 4 -- 22 destinations

Balance of copies for each Print Order will be shipped to only one of the 57 destinations.

For the purpose of compensating contractor for shipping charges to destinations falling within 3 zones, bidders are to offer a price as indicated in Item IV - Shipping Charges. The prices offered, as applicable, will be applied to the weight of the ordered quantity (exclusive of permissible over or under deliveries). No adjustment in the amount of shipping charges stated in the purchase order will be allowed because of over or under deliveries.

SCHEDULE: Adherence to this schedule must be maintained.

Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Furnished material must be picked up from and delivered to the address shown under "Distribution".

No definite schedule for pickup of material can be predetermined.

The following schedules begin the same workday as notification of the availability of each individual print order and furnished material. When notification of availability is given after 2:30 p.m. the date of notification shall be 9 a.m. the following workday. Proofs must be received by Agency within 3 workdays of notification by Agency. Agency will withhold proofs not longer than 1 workday from receipt from contractor to call to contractor with "OK to print" or "OK to print with corrections".

Number of Copies	Workdays Allowed
200 to 20,000	11
20,001 to 50,000	17

In case of an emergency need for a particular form, the ordering agency may request complete or partial shipment of an order prior to the schedule for complete shipment herein given, provided arrangements mutually agreeable to the contractor and the ordering agency can be established.

SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce one year's orders under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered during a like period of time.

The following item designations correspond to those listed in the "Schedule of Prices".

	(1)	(2)	(3)	(4)
I.				
1. (a)	6	167	7	530
(b)	1	25	2	100
(c)	1	10	3	1,300
(d)	14	46	22	1,083
2. (a)	6	275		
(b)	1	10		
(c)	2	20		
(d)	22	1,083		
3.(a)	3	72	4	329
(b)	1	25	6	381
(c)	1	10	3	408
(d)	1	10	1	50
4. (a)	104	2,960	4,930	
(b)	48	1,486	600	
(c)	36	640	600	
(d) (a)	6	514	200	
(b)	2	100	200	
(c)	4	50	364	
II.				
(a)	250	240	854	68
(b)	2	2	1	1
(c)	886	2	1	1
III.				
(a)	1,797	309	854	
IV.				
(a)	8	39		
(b)	11	15		
(c)	6	33		

SECTION 4. - SCHEDULE OF PRICES

SUBMISSION OF OFFERS AND EVALUATION: Bids offered are f.o.b. destination. Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared non-responsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared non-responsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All billings submitted to the GPO shall be based on the most economical method of production.

The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept print orders which are outside the scope of the contract. Any changes made to the print order MUST be confirmed in writing by the Contracting Officer, Chicago GPO. If such orders are placed by the agency, and no Modification is received from the Chicago GPO, the contractor is to notify GPO Chicago immediately. Failure to do so may result in nonpayment.

Fractional parts of 100 will be prorated at the per 100 rate.

Form Sizes:

**Format "A" – 4 x 8-1/2", 8-1/2 x 11",
8 x 12", 8-1/2 x 12",**

Format "B" – 8-1/2" x 14" and 8-1/2 x 16".

Format "C" – 8-3/4 x 20" and 8-1/2 x 20".

**Format "D" – 17 x 16", 17 x 20",
12 x 18" and 17 x 24".**

Pamphlet Trim Sizes: 4 x 8-1/2".

Self covers with tuck-in panel: 11 - 13/16 x 8-1/2", fold to 4 x 8-1/2".

- I. PRINTING:** Prices offered shall include the cost of all required materials and operations necessary for the complete production and distribution of the product listed in accordance with these specifications. **Note:** Item I. 4. Includes: White Matte Coated Offset Book, (80 lbs).

	Quantities Up to 5,000 Copies		Quantities Over 5,000 Copies	
	Makeready and Setup Charges	Running Per 100 Copies	Makeready and Setup Charges	Running Per 100 Copies
1. Forms, Black Ink or a Color				
Other than Black,:	(1)	(2)	(3)	(4)
Per printed side:				
(a) Format "A".....	\$ _____	\$ _____	\$ _____	\$ _____
(b) Format "B".....	\$ _____	\$ _____	\$ _____	\$ _____
(c) Format "C".....	\$ _____	\$ _____	\$ _____	\$ _____
(d) Format "D".....	\$ _____	\$ _____	\$ _____	\$ _____

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

(Initials)

Form Sizes:

**Format "A" – 4 x 8-1/2", 8-1/2 x 11",
8 x 12" and 8-1/2 x 12",**
Format "B" – 8-1/2" x 14" and 8-1/2 x 16".
Format "C" – 8-3/4 x 20" and 8-1/2 x 20".
**Format "D" – 17 x 16", 17 x 20",
12 x 18" and 17 x 24".**

Pamphlet Trim Sizes: 4 x 8-1/2".

Self covers with tuck-in panel: 11 - 13/16 x 8-1/2", fold to 4 x 8-1/2".

I. PRINTING (Continued):

	<u>Each Additional Color of Ink</u>	
	<u>Makeready and Setup Charges</u>	<u>Running Per 100 Copies</u>
	(1)	(2)

2. Forms:

Per printed side:

(a) Format "A"	\$ _____	\$ _____
(b) Format "B"	\$ _____	\$ _____
(c) Format "C"	\$ _____	\$ _____
(d) Format "D"	\$ _____	\$ _____

3. Forms

Printing 4-Color Process

Per printed side:

	<u>Quantities Up to 5,000 Copies</u>		<u>Quantities Over 5,000 Copies</u>	
	<u>Makeready and Setup Charges</u>	<u>Running Per 100 Copies</u>	<u>Makeready and Setup Charges</u>	<u>Running Per 100 Copies</u>
	(1)	(2)	(3)	(4)
(a) Format "A"	\$ _____	\$ _____	\$ _____	\$ _____
(b) Format "B"	\$ _____	\$ _____	\$ _____	\$ _____
(c) Format "C"	\$ _____	\$ _____	\$ _____	\$ _____
(d) Format "D"	\$ _____	\$ _____	\$ _____	\$ _____

(Initials)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

	Makeready and Setup <u>Charges</u> (1)	<u>Quantity per pamphlet</u>	
		up to <u>10,000 Copies</u> Running Per <u>100 Copies</u> (2)	over 10,000 copies <u>to 20,000 copies</u> Running Per <u>100 Copies</u> (3)
4. Pamphlets: Including White Matte Coated Offset Book (80 lbs).			
A. Print 4-color Process:			
Text pages, per page			
Whether printed or blank.....	\$ _____	\$ _____	\$ _____
B. Print Black Ink Color:			
Text pages, per page			
Whether printed or blank.....	\$ _____	\$ _____	\$ _____
C. Print Each Additional Ink Color			
Throughout:			
Text pages, per page			
Whether printed or blank.....	\$ _____	\$ _____	\$ _____
D. Self-covers, with tuck-in panel:			
(a) Printing in black ink,			
per printed side.....	\$ _____	\$ _____	\$ _____
(b) Printing, each additional ink			
color, per printed side	\$ _____	\$ _____	\$ _____
(c) Printing in 4-color process,			
per printed side.....	\$ _____	\$ _____	\$ _____

II. PAPER (Forms Only): Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on the net number of sheets of paper for each kind of paper. The cost of any paper required for makeready or running spoilage must be included in the prices offered.

The net number of sheets of paper shall be based on the flat size. The basis weight of the specified paper and the net number of trim-size (flat) sheets required for each order.

	<u>Per 100 Sheets</u>			
	<u>Format "A"</u> (1)	<u>Format "B"</u> (2)	<u>Format "C"</u> (3)	<u>Format "D"</u> (4)
(a) White Matte Coated Offset Book, (80 lbs).....	\$ _____	\$ _____	\$ _____	\$ _____
(b) White No. 2 Coated Gloss Finish Cover (60 lbs.).....	\$ _____	\$ _____	\$ _____	\$ _____
(c) White Matte Finish Cover, (80 lbs).....	\$ _____	\$ _____	\$ _____	\$ _____

(Initials)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

III. ADDITIONAL OPERATIONS: The prices offered for each of the following items must be all-inclusive for the performance of operations, that are additional to those specified under Item I, and must include the cost of all required materials and operations necessary, in accordance with these specifications.

(a) Folding:

- (1) Up to 3 Continuous Parallel Foldsper 100 forms\$ _____
- (2) Each Right Angle Foldper 100 forms\$ _____
- (3) Each Additional Parallel Fold over 3per 100 forms\$ _____

IV. SHIPPING CHARGES: The following charges cover the cost of shipping to destinations within each of the three (3) zones. Charges must be submitted in the order and manner requested; minimum charges will not be accepted. Bidder must offer "a per 100 pounds" charge for each zone listed below for Columns 1, 2, and 3. Shipments with fractional parts of 100 pounds will be prorated at the per 100 pound rate.

	Shipments Up to But Not Exceeding <u>225 lbs.</u> (1)	Shipments Over 225 lbs. But Not Exceeding <u>1,000 lbs.</u> (2)	Shipped to <u>Zone</u>
(a) Cost per 100 lbs.	\$ _____	\$ _____	2
(b) Cost per 100 lbs.	\$ _____	\$ _____	3
(c) Cost per 100 lbs.	\$ _____	\$ _____	4

(Initials)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

My production facilities are located within the restricted area of production.....yes _____no _____

BIDDERS NAME AND SIGNATURE: Fill out and return two copies of all pages in "Section 4. - Schedule of Prices", initial or sign each in the space provided and submit with two copies of GPO Form 910, "Bid". Do not enter bid prices on GPO Form 910. NOTE: The schedule of prices will prevail in instances where prices are inadvertently entered on GPO Form 910.

Bidder _____

(City - State)

Shipments will be made from: City _____, **State** _____

By _____
(Signature and title of person authorized to sign this bid) (Date)

(Person to be contacted) (Telephone Number) (Contractor's Code No.)

January 2009

Fish and Wildlife Service

Distribution List

Zone	Office and Mail Address	Project Leader
3	Agassiz National Wildlife Refuge 22996 290 th Street NE Middle River, Minnesota 56737-9754	Margaret Anderson Refuge Manager 218-449-4115 218-449-3241 (fax)
4	Big Muddy National Wildlife Refuge 4200 New Haven Road Columbia, Missouri 65201	Tom Bell Refuge Manager 573-876-1826 573-876-1839 (fax)
4	Big Oaks National Wildlife Refuge 1661 West JPG Niblo Road Madison, Indiana 47250	Joseph Robb Refuge Manager 812-273-0783 812-273-0786 (fax)
2	Big Stone National Wildlife Refuge 44843 County Road 19 Odessa, Minnesota 56276	Alice Hanley Refuge Manager 320-273-2191 320-273-2231 (fax)
4*	Boyer Chute National Wildlife Refuge 3720 Rivers Way Ft. Calhoun, Nebraska 68023	Larry Klimek Refuge Manager 402-468-4313 402-468-4316 (fax)
4	Crab Orchard National Wildlife Refuge 8588 Route 148 Marion, Illinois 62959	Dan Frisk Refuge Manager 618-997-3344 618-997-8961 (fax)
2	Crane Meadows National Wildlife Refuge 19502 Iris Road Little Falls, Minnesota 56345	Paul Soler Refuge Manager 320-632-1575 320-632-5471 (fax)
4	Cypress Creek National Wildlife Refuge 0137 Rustic Campus Drive Ullin, Illinois 62992	Mike Brown Refuge Manager 618-634-2231 618-634-9656 (fax)
3	DeSoto National Wildlife Refuge 1434 316th Lane Missouri Valley, Iowa 51555-7033	Larry Klimek Refuge Manager 712-642-4121 712-642-2877 (fax)
2	Detroit Lakes Wetland Management District 26624 N. Tower Road Detroit Lakes, Minnesota 56501-7959	Scott Kahan District Manager 218-847-4431 218-847-4156 (fax)
4	Detroit River International Wildlife Refuge Large Lakes Research Station 9311 Groh Road Grosse Ile, Michigan 48138	John Hartig Refuge Manager 734-692-7608 734-692-7603 (fax)
2	Driftless Area National Wildlife Refuge 401 Business Hwy 18 N McGregor, Iowa 52157	Vacant Refuge Manager 563-873-3423 563-873-3803 (fax)
3	Fergus Falls Wetland Management District 18965 County Highway 82 Fergus Falls, Minnesota 56537	Kevin Brennan District Manager 218-739-2291 218-739-9534 (fax)
3	Glacial Ridge National Wildlife Refuge 17788 349 th St. SE Erskine, Minnesota 56535	David Bennett Refuge Manager 218-687-2229 218-687-2225 (fax)
4	Great River National Wildlife Refuge 37599 County Road 206 Annada, Missouri 63330	David Ellis Refuge Manager 573-847-2333 573-847-2269 (fax)

* One Nebraska Destination

January 2009

Fish and Wildlife Service

Distribution List

3	Horicon National Wildlife Refuge W4279 Headquarters Road Mayville, Wisconsin 53050	Patti Meyers Refuge Manager 920-387-2658 920-387-2973 (fax)
3	Illinois Private Lands Office 1511 47 th Avenue Moline, Illinois 61265	Wayne Fischer State Private Lands Coordinator 309-757-5800 309-757-5807 (fax)
4	Illinois River National Wildlife & Fish Refuge 19031 E County Road 2110N Havana, Illinois 62644	Vacant Refuge Manager 309-535-2290 309-535-3023 (fax)
4	Indiana Private Lands Office 620 S. Walker Street Bloomington, Indiana 47403	Jeff Kiefer State Private Lands Coordinator 812-334-4262 812-334-4273 (fax)
3	Iowa Private Lands Office P.O. Box 399 Prairie City, Iowa 50228	Douglas L. Helmers State Private Lands Coordinator 515-994-3400 515-994-3459 (fax)
2	La Crosse District Upper Mississippi River Refuge 555 Lester Avenue Onalaska, Wisconsin 54650	Jim Nissen Refuge Manager 608-783-8405 608-783-8452 (fax)
3	Leopold Wetland Management District W10040 Cascade Mountain Road Portage, Wisconsin 53901	Steve Lenz District Manager 608-742-7100 608-745-0866 (fax)
2	Litchfield Wetland Management District 22274 615 th Avenue Litchfield, Minnesota 55355	Scott Glup District Manager 320-693-2849 320-693-7207 (fax)
4	Mark Twain National Wildlife Refuge 1704 North 24 th Street Quincy, Illinois 62301	Dick Steinbach Refuge Manager 217-224-8580 217-224-8583 (fax)
2	McGregor District Upper Mississippi River Refuge P.O. Box 460 McGregor, Iowa 52157	Tim Yager Refuge Manager 563-873-3423 563-873-3803 (fax)
3	Michigan Private Lands Office 2651 Coolidge Road, Suite 101 East Lansing, Michigan 48823	Jim Hudgins State Private Lands Coordinator 517-351-6236 517-351-5419 (fax)
4	Middle Mississippi River National Wildlife Refuge 1293 Rocky Hollow Road Rockwood, Illinois 62280	Robert Cail Refuge Manager 618-763-4420 618-763-4424 (fax)
4	Mingo National Wildlife Refuge 24279 State Highway 51 Puxico, Missouri 63960	Ben Mense Refuge Manager 573-222-3589 573-222-6343 (fax)
2	Minnesota Private Lands Office 434 Great Oak Drive Waite Park, Minnesota 56387	Sheldon Myerchin State Private Lands Coordinator 320-253-4682 320-253-0710 (fax)
2	Minnesota Valley National Wildlife Refuge 3815 American Boulevard East Bloomington, Minnesota 55425-1600	Charlie Blair Refuge Manager 952-854-5900 612-725-3279 (fax)

January 2009

Fish and Wildlife Service

Distribution List

4	Missouri Private Lands Office 101 Park DeVille Drive, Suite B Columbia, Missouri 65203	Kelly Srigley Werner State Private Lands Coordinator 573-234-2132 573-445-0241 (fax)
3	Morris Wetland Management District 43875 230 th Street Morris, Minnesota 56267	Steven J. Delehanty District Manager 320-589-1001 320-589-2624 (fax)
4	Muscatatuck National Wildlife Refuge 12985 East U.S. Hwy 50 Seymour, Indiana 47274	Marc Webber Refuge Manager 812-522-4352 812-522-6826 (fax)
3	Neal Smith National Wildlife Refuge P.O. Box 399 9981 Pacific Street Prairie City, Iowa 50228	Nancy Gilbertson Refuge Manager 515-994-3400 515-994-3459 (fax)
2	Necedah National Wildlife Refuge W7996 20th St. W. Necedah, Wisconsin 54646-7531	Larry A. Wargowsky Refuge Manager 608-565-2551 608-565-3160 (fax)
4	Ohio Private Lands Office 771 East Main Street, Suite 102 Newark, Ohio 43055	Kurt Waterstradt State Private Lands Coordinator 740-670-5312 740-349-8573 (fax)
4	Ottawa National Wildlife Refuge 14000 W. State Route 2 Oak Harbor, Ohio 43449	Douglas Brewer Refuge Manager 419-898-0014 419-898-7895 (fax)
4	Patoka River National Wildlife Refuge 510 ½ West Morton Street Oakland City, Indiana 47660	Bill McCoy Refuge Manager 812-749-3199 812-749-3059 (fax)
3	Port Louisa National Wildlife Refuge 10728 County Road X61 Wapello, Iowa 52653-9477	Thomas A. Cox Refuge Manager 319-523-6982 319-523-6960 (fax)
2	Rice Lake National Wildlife Refuge 36289 State Hwy 65 McGregor, Minnesota 55760	Walt Ford Refuge Manager 218-768-2402 218-768-3040 (fax)
3	Rydell National Wildlife Refuge 17788 349 th St. SE Erskine, Minnesota 56535	David Bennett Refuge Manager 218-687-2229 218-687-2225 (fax)
3	Savanna District Upper Mississippi River Refuge 7071 Riverview Road Thomson, Illinois 61285	Ed Britton Refuge Manager 815-273-2732 815-273-2960 (fax)
3	Seney National Wildlife Refuge 1674 Refuge Entrance Road Seney, Michigan 49883	Tracy Casselman Refuge Manager 906-586-9851 906-586-3800 (fax)
2	Sherburne National Wildlife Refuge 17076 293 Avenue Zimmerman, Minnesota 55398	Anne Sittauer Refuge Manager 763-389-3323 763-389-3493 (fax)
4	Shiawassee National Wildlife Refuge 6975 Mower Road Saginaw, Michigan 48601-9783	Steve Kahl Refuge Manager 989-777-5930 989-777-9200 (fax)

January 2009

Fish and Wildlife Service

Distribution List

4	Squaw Creek National Wildlife Refuge P.O. Box 158, Hwy 159 South Mound City, Missouri 64470	Ronald L. Bell Refuge Manager 660-442-3187 660-442-5248 (fax)
2	St. Croix Wetland Management District 1764 95 th Street New Richmond, Wisconsin 54017	Tom Kerr District Manager 715-246-7784 715-246-4670 (fax)
4	Swan Lake National Wildlife Refuge 16194 Swan Lake Avenue Sumner, Missouri 64681	Steve Whitson Refuge Manager 660-856-3323 660-856-3687 (fax)
4	Tamarac National Wildlife Refuge 35704 County Road 26 Rochert, Minnesota 56578	Barbara Boyle Refuge Manager 218-847-2641 218-847-9141 (fax)
2	Trempealeau National Wildlife Refuge W28488 Refuge Road Trempealeau, Wisconsin 54661-7246	Vickie Hirschboeck Refuge Manager 608-539-2311 608-539-2703 (fax)
4	Two Rivers National Wildlife Refuge HC 82, Box 107 Brussels, Illinois 62013-9711	John Mabery Refuge Manager 618-883-2524 618-883-2201 (fax)
2	Union Slough National Wildlife Refuge 1710 - 360 th Street Titonka, Iowa 50480	George Maze Refuge Manager 515-928-2523 515-928-2230 (fax)
2	Upper Miss River National Wildlife & Fish Refuge 51 E. 4th Street, Room 101 Winona, Minnesota 55987	Don Hultman Refuge Manager 507-452-4232 507-452-0851 (fax)
2	Whittlesey Creek National Wildlife Refuge Northern Great Lakes Visitor Center 29270 County Highway G Ashland, Wisconsin 54806	Tom Kerr Refuge Manager 715-685-2645 715-685-2680 (fax)
2	Windom Wetland Management District 49663 County Road 17 Windom, Minnesota 56101-3026	Mark Vaniman District Manager 507-831-2220 507-831-5524 (fax)
2	Winona District Upper Mississippi River Refuge 51 E. 4th St., Rm 203 Winona, Minnesota 55987	Mary Stefanski Refuge Manager 507-454-7351 507-457-3473 (fax)
3	Wisconsin Private Lands Office 4511 Helgesen Drive Madison, Wisconsin 53718-6747	James Ruwaldt State Private Lands Coordinator 608-221-1206 608-221-1357 (fax)

GPO Form 910
(R 8-01) P.57021-4
Part 1
ORIGINAL

U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department

BID

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

Shipment(s) will be made from: City _____, State _____

(The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, contractor will be responsible for any additional shipping costs incurred.)

PROGRAM NO. _____ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

or

JACKET NO. _____

BID _____

Additional _____ **Rate** _____

Discounts are offered for prompt payment as follows: _____ percent, _____ calendar days.
See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2).

Bidder hereby acknowledges amendment(s) number(ed) _____

In compliance with the above, the undersigned agrees, if this bid is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.

COMPANY SUBMITTING BID

PERSON AUTHORIZED TO BID

Company _____ **Name** _____

Address _____ **Title** _____

City _____ **State** _____ **Zip** _____ **Signature** _____

GPO Contractor Code (if known) _____ **Date** _____

Telephone Number _____ **Facsimile Number** _____

Contracting Officer Review _____ **Date** _____ **Certifier** _____ **Date** _____
(Initials) (Initials)

Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

REPRESENTATIONS.

R-1. Small business. By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

R-2. Small Disadvantaged Business Concern. By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

R-3. Women-Owned Small Business Concern. By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern.

CERTIFICATIONS.

C-1. Covenant Against Contingent Fees. Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

C-2. Buy American Certification. Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

C-3. Clean Air and Water. Submission of a bid without statement of exception shall constitute certification.

(Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

C-4. Certificate of Independent Price Determination. Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that-

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision

(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Jan. 1999). By submission of a bid-

(a)(1) The offeror certifies, to the best of its knowledge and belief, that-

(i) The offeror and/or any of its principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager; head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.

C-6. Certification of Nonsegregated Facilities (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will-

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods);

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.